

**NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Paid Up  
With 640 Acres Pooling Provision

## **OIL, GAS AND MINERAL LEASE**

THIS AGREEMENT made this 30 day of June, 2007, between, **Frank S. Mason and Sandra S. Mason, "Lessor"** (whether one or more), whose address is: 2309 Whispering Wind St, Fort Worth, TX 76108, and **Cherokee Horn Energy, LLC, "Lessee"** whose address is **5950 Berkshire, Suite 800, Dallas, Texas 75225, WTTNESSETH:**

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and any other substances produced from a well bore that is producing oil or gas, together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

LOT (2), in Block 17, of the CHAPEL CREEK RANCH, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Map thereof recorded in Volume **Volume 388-211**, Page 97, of the Plat Records of Tarrant County, Texas

This lease covers the described real property and also covers and includes all lands and interest in the land owned by or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.126 acres, more or less. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 23.00% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 23.00% part of such oil at the wells as of the day it is run to the pipe line or storage tanks. Lessor's interest, in either case, to bear 23.00% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 23.00% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 23.00% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to ten dollars (\$10.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 640 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, deepening, plugging back or repairing of a well in search for or in an endeavor to produce oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, in paying quantities.

7. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

8. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

9. Lessor hereby warrants that it has not entered into another oil & gas lease, or any other agreement with a third party, which would prevent Lessee from enjoying all of the rights and title to this Oil, Gas, and Mineral Lease.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. Lessee shall have no surface rights to drill on the Leased Premises, however, Lessee shall enjoy every right to drill through the subsurface strata of the Leased Premises for oil, gas, or other minerals recoverable through horizontal drilling. Lessee agrees that no surface damage shall take place to the Leased Premises as a result of Lessee's sub-surface drilling access.

12. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

13. Lessee and Lessor agree to the provisions of the Addendum found at Exhibit "A" attached to this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Frank S. Mason  
LESSOR: FRANK S. MASON

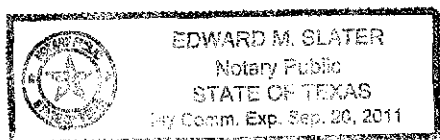
Sandra S. Mason  
LESSOR: SANDRA S. MASON

#### ACKNOWLEDGEMENTS

STATE OF TEXAS           )  
  )  
COUNTY OF TARRANT    )

This instrument was acknowledged before me this 30 of JUN, 2007, by Frank S. Mason.

My Commission Expires:

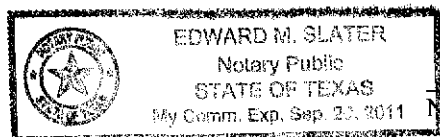


Edward M. Slater  
Notary Public  
Notary Public

STATE OF TEXAS           )  
  )  
COUNTY OF TARRANT    )

This instrument was acknowledged before me this 30 of JUN, 2007, by Sandra S. Mason.

My Commission Expires:



Edward M. Slater  
Notary Public  
Notary Public

#### OIL, GAS & MINERAL LEASE

Frank S. Mason and Sandra S. Mason and Cherokee Horn Energy, LLC

**Exhibit "A"**  
**ADDENDUM**

Attached to and made a part of that certain Oil, Gas and Mineral Lease, dated the 30 of June, 2007, by and between Frank S. Mason and Sandra S. Mason as Lessor, and Cherokee Horn Energy, LLC, as Lessee.

14. AGREEMENTS SUPERSEDE: It is understood and agreed by all parties hereto that the following provisions herein supersede any provisions to the contrary contained in the printed lease hereof.

15. POOLING: Notwithstanding anything herein to the contrary, should Lessee exercise its option under Paragraph 4 of the oil and gas lease to unitize or pool this acreage for the production of oil, gas, or related substances, the entire tract must be included in the unit.

16. SURFACE USE: By the acceptance hereof, Lessee agrees that no drilling, prospecting, or mining operations will be conducted, nor any pipelines or any structures or any type facilities will be constructed upon the surface of the herein leased premises without the consent of Lessor herein; but Lessee shall have the right to prospect, drill, mine, and produce said minerals for said land by operations which it may conduct on adjoining or nearby lands through the drilling, operating, and maintaining of directional and/or horizontal wells on such adjoining or nearby lands, or by operations which it may conduct upon lands with which the herein premises may be pooled.

17. SHUT-IN: Notwithstanding anything herein to the contrary herein contained, the payment of shut-in royalty as provided in paragraph 3 of the oil and gas lease, shall not maintain this lease in force by such payment alone for more than two (2) consecutive years beyond the primary term or any extension thereof. Further notwithstanding the provisions contained in paragraph 3 of the oil and gas lease, the annual shut-in payment amount shall be ten dollars per net mineral acre.

18. DRILLSITE: Lessee agrees, pending conclusion seismic analysis, that every effort will be made to locate drill site more than 800 ft away from any habitable building. A seismic analysis report shall be furnished to Lessor to be reviewed by an independent chosen by lessor as proof of any variance from this distance. Lessee further agrees that at no time will a drill site be located or waiver granted closer than 600 ft away from any habitable building. Lessee agrees that access to and from the drill site will be from the service road of Interstate 30, forthcoming approval from Texas Department of Transportation and/or the City of Fort Worth.

19. PUGH CLAUSE: At the end of the primary term, this lease shall terminate and shall no longer be effective as to all lands and acreage covered hereby SAVE AND EXCEPT as to the acreage allocated to a proration unit for an oil well or a gas well capable of producing in paying quantities located on the premises or the number of acres pooled with another lease for a well capable of producing oil or gas in paying quantities located within a proration unit either on or off the premises.

Also, at the end of the primary term, this lease shall also terminate as to all zones, formations and horizons which are deeper than one hundred (100) feet below the stratigraphic equivalent of the deepest formation being produced; provided, however, that if Lessee has drilled a well that was drilled in good faith, whether completed as a dry hole or a producing well, within one hundred twenty (120) days prior to the expiration of the primary term of this lease to commence operations for drilling of a subsequent well, or if Lessee shall be in the process of drilling at the expiration of the primary term, then it is understood that this lease shall continue in effect thereafter so long as there shall be continuous drilling by Lessee thereon, with no cessation of more than one hundred twenty (120) days between the release of the drilling rig from a well and the commencing of the drilling of a subsequent well upon the leased premises. After the expiration of the primary term and at such time as there shall be a cessation totaling more than one hundred twenty(120) days between the completion of a well as aforesaid, and the commencement of a subsequent well, this lease shall continue in effect thereafter only as to the acreage allocated to a proration unit for an oil well and/or acreage allocated to a proration unit for a gas well according to the foregoing provision. Thereafter this lease shall continue only as to such acreage. After the cessation of "continuous drilling and said one hundred and twenty day period: all zones, formations, and horizons that are outside the proration unit boundaries, automatically revert to the Lessor. Upon the expiration of the primary term of this lease, or upon cessation of continuous drilling operations beyond said primary term, as the case may be, Lessee, his heirs or assigns, shall within thirty (30) days after receipt of written request thereafter furnish Lessor a recordable release covering any and all acreage not then held under this or any other provision of this lease. In the event the Lessee fails to prepare a release as to the acreage no longer held under the terms of this lease within the above prescribed timetable, then the Lessor will give written notice of Lessee's failure and then if Lessee fails to either provide such release or notify Lessor that no release is proper at the time by the 31<sup>st</sup> day following receipt by Lessee of such notice, then the Lessee hereby authorizes Lessor to prepare and record an appropriate release in its behalf and further agrees to cover Lessor's reasonable consultation and preparation costs involved in making the release proper. Notwithstanding a partial termination of this Lease under this provision, it is agreed that Lessee may continue to use the same ingress, egress and regress over those lands partially released so as to enable Lessee to develop and operated the retained tracts. Further, it shall not be necessary for Lessee to remove or relocate any pipelines, tank batteries or other surface equipment or installations from any portions of this Lease which have terminated for so long as same continue to be used for the development of and operations on such retained tracts.

The term "proration unit" as used herein is intended to be the proper number of acres which may be allocated to a well under regulations of the Railroad Commission of Texas (or other governmental body having jurisdiction over production tracts) for production of oil or gas under Special Field Rules applicable to the area involved herein, so as to enable the well to a full allowable ; provided, however, if no such Special Field Rules have been adopted by the said Commission, then such proration unit shall be deemed to be 40 acres as to oil wells, and 160 acres as to gas wells, each, plus a tolerance of ten percent (10%). If at any time the proration unit is reduced to a smaller number of acres, Lessee shall have the right to continue to hold the acreage no longer attributable to well if it proceeds to drill on such acreage within 120 days after final adjudication of an order authorizing such reduced proration units issued, and shall have the right to hold any additional blocks released from wells by following the continuous drilling program provided in this paragraph 22. If Lessee fails to drill on the acreage within the 120 days, such acreage shall be released from the lease. Further, and notwithstanding the above, if any wells on land contiguous to the lease premises are drilled on proration units smaller than those on the lease premises, then Lessee agrees to diligently seek from the jurisdiction authorities proration units of a similar size for wells located on the lease premises and upon issuance of such order to either drill such additional wells or release such acreage.

20. TRANSPORTATION COST: Lessor will only be charged a pro-rata share or 23% of third-party, unaffiliated transportation cost. As used in this lease, "unaffiliated" or to the opposite, "affiliated", includes, but is not limited to: (i) a corporation, joint venture, partnership or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest; (ii) a corporation, joint venture, partnership or other entity in which, together with Lessee, more than ten percent of the outstanding voting interest of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons; (iii) the Parent company or subsidiary of Lessee; (iv) a corporation, joint venture, partnership or other entity having common ownership with the Lessee, (v) the operator or any other working interest owner participating in the pooled unit to which the Land is assigned; or (vi) a partner or joint venturer of Lessee with respect to the ownership or operation of a processing plant.

21. INSURANCE: Lessee, at Lessee's own expense, will provide and maintain in force while any well is being drilled on the leased premises liability insurance in the amount of at least \$1,000,000.00 covering Lessor as well as Lessee, for any liability for property damage or personal injury arising as a result of Lessee's conducting operations. This insurance is to be carried by one or more insurance companies authorized to transact business in Texas. Lessee will furnish Lessor with certificates of all insurance required by this Lease.

22. LEGALITIES: Lessee must comply with all valid laws, ordinances and regulations, whether state, federal or municipal, applicable to the premises. The use which lessee makes and intends to make of the premises will not result in the disposal or release of any hazardous substance or solid waste on or to the premises. In the event that any hazardous substances, solid wastes or other pollutants are disposed or released on and/or under the premises resulting in the contamination or pollution to the premises or any adjoining property, arising out of said contamination or pollution, caused by or consented to by the lessee, then lessee shall indemnify and hold harmless the lessor and lessor's heirs, executors, administrators, successors, and assigns, from and against any and all liability from the rules and regulations of the Texas Railroad Commission, the comprehensive environmental response, compensation, and liability act of 1980, the resource conservation and recovery act of 1976, or any other state or federal statute, rule or regulation now in existence or hereinafter enacted relating to such substances or waste and lessee has the absolute responsibility for all cleanup of said pollution or contamination or reclamation of the premises and all costs and expenses thereof. Lessee shall conduct all activities so as not to pollute or contaminate all fresh water sources including adjacent or nearby lakes and streams.

23. INDEMNITY: LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S PARTNERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND THEIR OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AGENTS, AGAINST ALL COSTS, EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE OR KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, AND INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, EXPERT FEES, AND ALL COURT COSTS AND OTHER EXPENSES INCURRED, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, LESSEE'S OPERATIONS AND ACTIVITIES ON THE LAND OR ANY ADJACENT OR POOLED LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY POOLED LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS IMPOSED ON LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, INDEPENDENT CONTRACTORS, AND ANY OTHER PERSON ACTING ON ITS BEHALF OR UNDER ITS DIRECTION AND CONTROL, WHETHER ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT OR NOT, AND WHETHER NEGLIGENT OR NOT.

24. NO WARRANTY: This lease is made without warranty express or implied either as to the amount of ownership or the amount of acreage or interest of Lessor. It is understood and agreed that Lessee is satisfied with the title and ownership and interest of Lessor from its own title examination by acceptance of this lease.

**SIGNED FOR IDENTIFICATION:**

  
Frank S. Mason

  
Sandra S. Mason



CHEROKEE HORN PRODUCTION LP  
5950 BERKSHIRE LANE #810 LB 37

DALLAS TX 75225

Submitter: CHEROKEE HORN PRODUCTION LP

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 06/25/2008 07:20 AM  
Instrument #: D208243098  
LSE 5 PGS \$28.00

By: \_\_\_\_\_



**D208243098**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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